



UCC Inst. # 2019050028, Pg: 1 of 7 Rec Date: 07/03/2019 14:52:42.130  
Fee Received: \$13.00 Electronically Recorded By: MJ  
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO



**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> Mayer Brown LLP 71 S. Wacker Drive Chicago, IL 60606 Attn: Daniel Favero

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Noddle Center Pivot, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2285 South 67th Street, Suite 250		CITY Omaha	STATE NE	POSTAL CODE 68106
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME U.S. Bank National Association, as Trustee				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1349 W. Peachtree Street NW, Suite 1050		CITY Atlanta	STATE GA	POSTAL CODE 30309
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:

See attached Schedule I to UCC Financing Statement for a description of the Collateral.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
To be filed in the Public Records of Douglas County, Nebraska. Total of 7 pages.

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**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

Noddle Center Pivot, LLC

OR  
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR  
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached to Schedule I.

17. MISCELLANEOUS:

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

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Schedule I  
to  
UCC Financing Statement

Debtor:	Noddle Center Pivot, LLC 2285 South 67th Street, Suite 250 Omaha, Nebraska 68106 Attention: Jay B. Noddle
Secured Party:	U.S. Bank National Association Global Corporate Trust 1349 W. Peachtree Street NW Suite 1050 Atlanta, Georgia 30309 Attention: Stephanie Cox Valmont Industries (Omaha, NE) CTL Pass- Through Trust Phone: 404-898-8837

This Financing Statement covers the following types (or items) of property under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of July 2, 2019 (the "Deed of Trust"), made by Noddle Center Pivot, LLC ("Debtor") for the benefit of U.S. Bank National Association, as Trustee, as Trustee under that certain Pass-Through Trust Agreement and Declaration of Trust (the "*Trust Agreement*" as defined in the Deed of Trust) dated as of the date thereof (the "*Secured Party*" as defined in the Deed of Trust), ("Secured Party").

(a) The parcel of land in the County of Douglas, State of Nebraska, described in Exhibit A attached hereto and made a part hereof, together with the entire interest of the Debtor in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such land, including all right, title and interest of the Debtor, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement now or hereafter standing on said land which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such (including, without limitation, all boilers, air conditioning, ventilating, plumbing, heating, lighting and electrical systems and apparatus, all communications equipment and intercom systems and apparatus, all sprinkler equipment and apparatus and all elevators and escalators) and the reversion or reversions, remainder or remainders, in and to said land, and together with the entire interest of the Debtor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said land, belonging or in anywise appertaining thereto, including, without limitation, the entire right, title and interest of the Debtor in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of the Debtor either in law or in equity, in possession or expectancy, of, in and to said land, it being the intention of the parties of

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the Deed of Trust that, so far as may be permitted by law, all property of the character described in the Deed of Trust, which is now owned or is hereafter acquired by the Debtor and is affixed or attached or annexed to said land, shall be and remain or become and constitute a portion of said land and the security covered by and subject to the lien of the Deed of Trust, together with all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all thereof, and together with all rents, income, revenues, awards, issues and profits thereof, and the present and continuing right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, awards, issues and profits arising therefrom or in connection therewith (collectively, the "*Property*").

(b) The Lease, the Other Leases (defined in the Deed of Trust) and all of the Debtor's estate, right, title, interest, claim and demand as landlord in, to and under the Lease and the Other Leases, including all extensions and renewals of the term thereof, and all existing or future amendments, supplements or modifications of the Lease and the Other Leases (and to any short memorandum form of the Lease and the Other Leases executed for recording purposes), together with all rights, powers, privileges, options and other benefits of the Debtor, if any, in, to and under the Lease Guaranties (as defined in the Deed of Trust) and all rights, powers, privileges, options and other benefits of the Debtor as landlord under the Lease and the Other Leases, including, without limitation, (a) the immediate and continuing right (whether or not an Event of Default under the Deed of Trust shall have occurred and be continuing) to receive and collect all rents (whether as fixed rent, basic rent, percentage rent, additional rent or otherwise), income, revenues, issues, profits, insurance proceeds, condemnation awards, bankruptcy claims, liquidated damages, purchase price proceeds and other payments, tenders and security payable to or receivable by the landlord under the Lease and the Other Leases; (b) if the Tenant exercises any right, or shall be required, to purchase the Granted Property or the landlord's interest therein, the right and power (such power and right being coupled with an interest) to execute and deliver as agent and attorney-in-fact of the landlord under the Lease and the Other Leases, an appropriate deed or other instruments of transfer necessary or appropriate for the conveyance and transfer to the purchaser of the Granted Property or the portion thereof being so purchased, and all interest of the landlord therein and to perform in the name and for and on behalf of the landlord, as such agent and attorney-in-fact, any and all other necessary or appropriate acts with respect to any such purchase, conveyance and transfer; (c) the right to make all waivers, consents and agreements; (d) the right to give and receive copies of all notices and other instruments or communications; (e) the right to take such action upon the occurrence of an event of default or default under the Lease, the Other Leases and the Lease Guaranties, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease, the Other Leases, the Lease Guaranties, or by law; and (f) the right to do any and all other things whatsoever which the Debtor or any landlord is or may be entitled to do under the Lease, the Other Leases and the Lease Guaranties, or by law; provided, however, that any of the foregoing payments received by the Escrow Agent under the Escrow and Servicing Agreement shall be applied pursuant to the Escrow and Servicing Agreement.

(c) All of the right, title and interest of the Debtor in and to any award or awards or settlements or payments heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of the Granted Property, including

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without limitation any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of the Granted Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Granted Property or any portion thereof, or (iii) any other injury to or decrease in value of the Granted Property; and the Debtor thereby agrees to execute and deliver from time to time such further instruments as may be requested by the Secured Party to confirm such assignment to Secured Party of any such award, damage, payment or other compensation.

(d) All tangible and intangible personal property now owned or at any time hereafter acquired by the Debtor of every nature and description, and used in any way in connection with the Granted Property, or any other portion of the same, including, without limitation, all inventory; goods; materials; supplies; equipment; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; investment property; money; bank accounts (including, without limitation, (i) the Escrow Reserves (as defined in the Escrow and Servicing Agreement (as defined in the Deed of Trust)) any accounts or reserves held by the Secured Party or by the Escrow Agent (as defined in the Deed of Trust) under the terms of the Escrow and Servicing Agreement and (ii) the Project Account (as defined in the Construction Escrow Agreement)); deposit accounts; security deposits; claims to rebates, refunds or abatement of real estate taxes or any other taxes; contract rights, plans and specifications; permits, licenses and general intangibles, including, without limitation, all plans, specifications, notes, drawings, approvals, certifications and similar work product, and any and all modifications thereof; permits, licenses and general intangibles, including, without limitation, all licenses, permits, approvals, certificates and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the ownership, use, operation and maintenance of the Granted Property, or the construction thereon; the rights of the Debtor under contracts, with respect to the Granted Property or any portion thereof, including, without limitation, all contracts, subcontracts, agreements, service agreements, warranties and purchase orders, together with any and all renewals, extensions and modifications thereof and all amendments, exhibits and addenda thereto, which have been or will be executed by or on behalf of the Debtor, or which have been assigned to the Debtor, in connection with the use, operation and maintenance of the Granted Property, or the construction of improvements thereon, including, without limitation, the Construction Contracts (defined in the Deed of Trust); signs, brochures, advertising and good will.

(e) Any and all moneys and other property (including each amendment or supplement to any and all instruments included in the Granted Property) which may from time to time, by delivery to the Secured Party or by any instrument, including the Deed of Trust, be subjected to the lien thereof by the Debtor or by anyone on the behalf of the Debtor or with the consent of the Debtor, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Deed of Trust, or pursuant to any instrument included in the Granted Property, it being the intention of the Debtor and the Secured Party and it being thereby agreed by them that all property hereafter acquired by the Debtor and required to be subjected to the lien of the Deed of Trust or intended so to be shall forthwith upon the acquisition thereof by the Debtor be as fully embraced within the lien of the Deed of Trust as if such property were now owned by the Debtor and were specifically described in the Deed of Trust and granted thereby.

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(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and payments and all products, offspring, profits, additions, accessions, substitutions and replacements of any of the foregoing it being intended that all Granted Property, including without limitation, any and all such proceeds, products, offspring, profits, additions, accessions, substitutions and replacements, owned or held by the Debtor prior to any bankruptcy filing or similar action or proceeding shall continue to be subject to the lien of the Deed of Trust after any such bankruptcy filing or similar action or proceeding.

All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Deed of Trust.

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**EXHIBIT A**

**DESCRIPTION OF REAL PROPERTY**

Lot 1, West Farm Replat 4, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.